



Alltel

1 Allied Drive
Mailstop: B5F04-D
Little Rock, AR 72022

Lynn Hughes
501-905-8367
501-905-6299 fax

Sent Via Federal Express

May 27, 2005

Mr. Michael Duke
Director, Government Affairs
KMC Telecom Holdings, Inc.
1755 North Brown Road, 3rd Floor
Lawrenceville, GA 30043

Dear Mr. Duke:

On February 4, 2005, the Federal Communications Commission (FCC) released its Order on Remand in Docket 04-290 ("Triennial Review Remand Order" or "TRRO"). In the TRRO effective March 11, 2005, the FCC modified the requirements with respect to certain unbundled network elements contained in your existing interconnection agreement.

While our information indicates that you do not utilize any of the affected unbundled network elements, the purpose of this letter is to provide you notice of Alltel's request to amend the existing agreement by exercising the change in law provisions, Section 3.0 of the General Terms, solely with respect to the changes brought about by the TRRO.

Attached is the proposed amendment containing revised terms and conditions in compliance with the TRRO. The proposed amendment will modify Attachment 6 in your existing interconnection agreement.

I look forward to working with you to complete the amendment to our interconnection agreement. Should you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lynn Hughes', written over a horizontal line.

Lynn Hughes

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

Between

KMC Telecom Holdings, Inc. d/b/a KMC Telecom V, Inc.

and

ALLTEL Nebraska, Inc.

This Amendment No. 1 (the "Amendment") is made this 27th day of May 2005 (the "Amendment Effective Date"), by and between KMC Telecom Holdings, Inc. d/b/a KMC Telecom V, Inc. ("CLEC"), a Delaware corporation with its principal place of business at 1755 North Brown Road, Lawrenceville, Georgia and ALLTEL Nebraska, a Delaware corporation ("Alltel") with its principal place of business at One Allied Drive, Little Rock, AR 72202. (CLEC and Alltel may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of Nebraska.

WITNESSETH:

WHEREAS, CLEC and Alltel are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, a copy of which is attached hereto as Exhibit 1 (the "Interconnection Agreement"); and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth by an FCC Order on August 20, 2004 in the above referenced dockets; and

WHEREAS, in light of these developments, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 3.0 of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement.

Attachment 6 Unbundled Network Elements is amended to include the following provisions:

- 2.9 DS1 Loop Caps. Alltel is not obligated to provide CLEC more than ten (10) DS1 unbundled loops to any single building (the "DS1 Cap"). CLEC will cease ordering DS1 unbundled loops with respect to a building once CLEC has already obtained ten (10) DS1 unbundled loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at Alltel's option it may accept the order and fulfill a request for DS1 unbundled loop(s) in excess of the DS1 Cap as a Special Access circuit in accordance with Alltel's Intrastate Special Access tariff and applicable Special Access charges will apply to CLEC for such DS1 loop(s) as of the date of provisioning.
- 2.10 Alltel will provide written notice to CLEC in the event CLEC has more than ten (10) DS1 unbundled loops to any single building as of the effective date of this amendment. Within thirty (30) calendar days following the date of such notice, CLEC will submit

requests to disconnect or convert the unbundled loops exceeding the DS1 Cap to Special Access circuits. All unbundled loops converted to Special Access will be billed applicable Special Access charges as listed in and be subject to the provisions of the Alltel Intrastate Special Access tariff.

2. Miscellaneous Provisions.

- 2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 2.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

ALLTEL Nebraska

KMC Telecom Holdings, Inc. d/b/a KMC Telecom V, Inc.

By: 

By: 

Printed: Michael D. Rhoda

Printed: 

Title: Vice President – Business Development

Title: Asst. Sec.

EXHIBIT 1

INTERCONNECTION AGREEMENT

#561

Interconnection Agreement

Between

ALLTEL Nebraska, Inc.

&

KMC Telecom Holdings, Inc.

d/b/a

KMC Telecom V, Inc.

AGREEMENT

This Agreement ("Agreement") is between, KMC Telecom Holdings, Inc., d/b/a KMC Telecom V, Inc. ("KMC") a Delaware corporation, and ALLTEL Nebraska, Inc. ("ALLTEL") a Nebraska corporation (collectively the "Parties").

WHEREAS, pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the provision of certain services and Ancillary Functions as designated in the Attachments hereto for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties' Telecommunications Networks within the State of Nebraska.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the Parties hereby agree as follows:

1.0 Introduction

- 1.1 This Agreement, in accordance with §251 of the Act, sets forth the terms, conditions and prices under which ALLTEL may provide (a) services for interconnection, and (b) Ancillary Functions to KMC. The specific services, functions, or facilities that ALLTEL agrees to provide are those specifically identified in appendixes attached to this Agreement, and executed simultaneously with this general terms and conditions. Further this Agreement sets forth the terms, conditions, and prices under which KMC will provide services to ALLTEL, where applicable.
- 1.2 This Agreement includes and incorporates herein the Attachments of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.3 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived or relinquished any applicable exemptions that are provided by or available under the Act, including but not limited to those described in §251(f).
- 1.4 The Parties acknowledge and agree that by entering into this agreement, KMC has not waived its rights under 252 (i). of the Act.

2.0 Effective Date

- 2.1 The effective date of this Agreement will be the first business day following receipt of final approval of this Agreement by the relevant state Commission or, where approval by such state Commission is not required, the date that both Parties have executed the Agreement.

3.0 Intervening Law

- 3.1 This Agreement is entered into as a result of private negotiations between the Parties, acting pursuant to the Telecommunications Act of 1996 (the "Act"), and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of any provisions of this Agreement, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall in good faith attempt to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions may be resolved pursuant to any process available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

4.0 Term of Agreement

- 4.5 The Parties agree to resolve any impasse in any such renegotiation by submission of the disputed matters to the Public Utility Commission of ("PUC") for arbitration. Should the PUC decline jurisdiction, either Party may petition the FCC under the Act or resort to a commercial provider of arbitration services.

5.0 Assignment

- 5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, a Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement upon notice to the other Party, but without needing the other Party's consent, to a subsidiary, affiliate, or parent company, including any firm, corporation, or entity which the Party controls, is controlled by, or is under common control with, or has a majority interest in, or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, or otherwise. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

- 5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

6.0 Confidential and Proprietary Information

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user, network, or business information disclosed by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement ("Confidential Information"). Such Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this §6.0, unless otherwise confirmed in writing by the Discloser. All other information which is indicated and marked, as Confidential Information at the time of disclosure shall also be treated as Confidential Information under §6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees or agents having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable to the terms of this Section.
- 6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.3 The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY.

7.3 Obligation to Indemnify

- 7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorneys' fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under his Agreement; and (ii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes) unless such act or omission was caused by the negligence or willful misconduct of the indemnified Party. Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.
- 7.3.2 Each Party, as an Indemnifying Party agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from unauthorized disclosure of the end user's name, address or telephone number.
- 7.3.3 ALLTEL makes no warranties, express or implied, concerning KMC's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with KMC's interconnection with ALLTEL's network use or receipt of ALLTEL services.
- 7.3.4 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

7.4 Obligation to Defend; Notice; Cooperation

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnatee, as appropriate, will promptly notify the Indemnifying Party and request the

9.1 Notice of Disputes

Notice of a valid dispute, whether billing or contractual in nature, must in writing specifically document the total dollar amount of the dispute and provide a detailed description of the underlying dispute (the "Dispute Notice").

9.1.1 Billing Disputes

A Party must submit reasonable and valid billing disputes to the other Party within twenty-four (24) months from the due date. The Parties will endeavor to resolve all Billing Disputes within ninety (90) days from the receipt of the Dispute Notice. Examples of reasonable and valid billing disputes ("Billing Dispute") include, but are not limited to:

- 9.1.1.1 incorrect rate applied;
- 9.1.1.2 error in quantity (i.e. minutes or quantity of circuits or quantity of billable elements incorrect);
- 9.1.1.3 service did/does not exist;
- 9.1.1.4 invalid factors;
- 9.1.1.5 incorrect customer being billed;
- 9.1.1.6 invalid purchase order number (PON);
- 9.1.1.7 untimely billing.

- 9.1.2 The Parties agree that those portions of bills that are not disputed shall be paid when due, that interest applies to all overdue invoices as set forth in §8.1 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in §8.0 of this Agreement.

9.1.3 All Other Disputes

All other disputes (i.e., contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable Statute of Limitations shall govern such disputes.

9.2 Alternative to Litigation

- 9.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction, or similar relief from the PUC related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in §9.4. The

- 9.4.3 Each Party shall bear its own costs of these procedures unless the Nebraska PUC or other presiding arbitrator, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

9.5 **Conflicts**

- 9.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the PUC.

10.0 **Reserved For Future Use**

11.0 **Notices**

- 11.1 Except as otherwise specifically provided in this Agreement, all notice, consents, approvals, modifications, or other communications to be given under this Agreement shall be in writing and sent postage prepaid by registered mail return receipt requested. Notice may also be effected by personal delivery or by overnight courier. All notices will be effective upon receipt, and should be directed to the following:

If to KMC:

Mr. Michael Duke,
Director, Government Affairs
KMC Telecom Holdings, Inc.
1755 North Brown Road, 3rd Floor
Lawrenceville, GA 30043

Copy to:

Andrew M. Klein
Kelley Drye & Warren, L.L.P.
Counsel to KMC Telecom, Inc.
1200 19th Street, N.W.
Washington, DC 20036

If to ALLTEL:

Staff Manager – Access & Interconnection Services
One Allied Drive, Building IV
Little Rock, Arkansas 72202

Copy to:

V.P. Legal
Access & Interconnection Services
One Allied Drive
Little Rock, Arkansas 72202

- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this §12.0, shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices sent pursuant to this Section shall be directed to the following:

To ALLTEL:

Director State and Local Taxes
ALLTEL Service Corporation
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203

Copy to:

Staff Manager - Interconnection Services
ALLTEL Service Corporation
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203

If to KMC:

Mr. Michael Duke,
Director, Government Affairs
KMC Telecom Holdings, Inc.
1755 North Brown Road, 3rd Floor
Lawrenceville, GA 30043

Copy to:

Andrew M. Klein
Kelley Drye & Warren, L.L.P.
Counsel to KMC Telecom, Inc.
1200 19th Street, N.W.
Washington, DC 20036

- 12.8 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

13.0 Force Majeure

- 13.1 Except as otherwise specifically provided in this Agreement, neither Party shall be liable for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts or delays caused by the other Party or by other service or equipment vendors; or any other similar circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid requirement, to the extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

16.2 Subpoenas

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company.

16.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

- 16.4 The Parties will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. The Parties will provide assistance twenty-four (24) hours per day for situations involving immediate threat of life or at the request of law enforcement officials. The Parties will provide a twenty-four (24) hour contact number to administer this process.

17.0 Changes in Subscriber Carrier Selection

- 17.1 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing end user's Local Service Provider to itself and in assuming responsibility for any applicable charges as specified in §258 (b) of the Telecommunications Act of 1996. Either Party shall make authorization available to the other Party upon reasonable requests and at no charge.
- 17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies either Party that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user.
- 17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customers' direction or the end user's authorized agent.
- 17.4 Subject to applicable rules, orders, and decisions, ALLTEL will provide KMC with access to Customer Proprietary Network Information (CPNI) for ALLTEL end users upon KMC providing ALLTEL a signed Letter of Agency (LOA), based on KMC's representation that subscriber has authorized KMC to obtain such CPNI.
- 17.4.1 The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.

- 23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

24.0 Relationship of Parties

- 24.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other Party, nor to act as an agent for the other Party unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

25.0 Conflict of Interest

- 25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

26.0 Multiple Counterparts

- 26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

27.0 Third Party Beneficiaries

- 27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

28.0 Regulatory Approval

- 28.1 Each Party agrees to cooperate with the other Party and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory agency so that the benefits of this Agreement may be achieved.
- 28.2 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of §252 of the Act. If the state regulatory agency imposes any filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, KMC shall assume sole responsibility in making such filings or notices. All costs associated with the aforementioned filing(s) or notice(s) shall borne by KMC.

29.0 Trademarks and Trade Names

- 29.1 Each Party warrants that, to the best of its knowledge, the services provided under this Agreement do not or will not violate or infringe upon any patent, copyright, trademark, or trade secret rights of any other persons.
- 29.2 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

32.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement). The Parties will bear their own reasonable expenses associated with the audit.

32.8 Information obtained or received by either Party in conducting the audit described in §32.0 shall be subject to the confidentiality provisions of §6.0 of this Agreement, whether or not marked as confidential.

33.0 Complete Terms

33.1 This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

34.0 Cooperation on Preventing End User Fraud

34.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other Party.

34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

35.0 Notice of Network Changes

35.1 The Parties agree to provide each other with reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using the other Party's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under this Agreement.

36.0 Reserved for Future Use

37.0 Responsibility of Each Party

37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own

most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards.

However, if such reference material is substantially altered in a more recent version to significantly change the obligations of either Party as of the Effective Date of this Agreement and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

43.0 Severability

43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under §9.0, Dispute Resolution.

44.0 Survival of Obligations

44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

45.0 Governing Law

45.1 This Agreement shall be governed by and construed in accordance with federal law, the Act, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of Nebraska, without regard to its conflicts of laws principles, shall govern. The Parties submit to personal jurisdiction in Nebraska.

46.0 Other Obligations of KMC

46.1 For the purposes of establishing service and providing efficient and consolidated billing to KMC, KMC is required to provide ALLTEL its authorized and nationally recognized Operating Company Number (OCN).

47.0 Customer Inquiries

47.1 Neither party will contact the other Party's customers concerning matters under this Agreement which are the subject of a current dispute. Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

47.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services or products: (i) provide the numbers described in §47.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

- 59.1 This Agreement incorporates a number of listed Attachments, which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties.
- 59.1.1 Each Party agrees that if at anytime a discrepancy arises between the General Terms and Conditions and one of the Attachments, the Attachments will control.
- 59.1.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of other attachments.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this 16th day of August, 2001.

KMC Telecom Holdings, Inc.
d/b/a/ KMC Telecom V, Inc.

ALLTEL Nebraska, Inc.

MICHAEL P. DIKE
Print Name

Alfred Busbee
Print Name

Michael P. Dike
Sign Name: Date

Alfred W. Busbee C-3
Sign Name: Date 8/16/01

DIRECTOR, GOV'T. AFFAIRS
Position/Title
KMC Telecom Holdings, Inc.
d/b/a/ KMC Telecom V, Inc.

Staff Manager - Access & Interconnection Services
Position/Title
ALLTEL Nebraska, Inc.

ATTACHMENT 2: RESALE

All services made available to KMC by ALLTEL for resale by KMC pursuant to the Agreement (Resale Services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 2: Resale.

1.0 General Provisions

- 1.1 Resale Services will be made available to KMC by ALLTEL Nebraska, Inc.
- 1.2 The applicable rules, regulations and rates in the ALLTEL Local Exchange Tariff shall be applicable to Resale Services and to the extent of conflict herewith this Agreement shall control.
- 1.3 KMC will be the customer of record for all services purchased from ALLTEL, pursuant to this Agreement. Except as specified herein, ALLTEL will take service orders from, bill and collect payment from KMC for all services purchased pursuant to this Agreement.
- 1.4 KMC will be ALLTEL's single point of contact for all services purchased pursuant to this Agreement.
- 1.5 KMC may resell ALLTEL services only within the ALLTEL local service area as specified in the appropriate ALLTEL tariff.
- 1.6 Except where otherwise explicitly provided in the ALLTEL Local Exchange Tariff, KMC shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service.
- 1.7 KMC shall resell telecommunications services only to the same class of customers to which ALLTEL sells the services, e.g. residence service may not be resold to business customers.
- 1.8 KMC shall not use a resold service to avoid the rates, terms and conditions of ALLTEL's Local Exchange Tariff, as applicable.
- 1.9 If ALLTEL at its sole discretion provides non-regulated services to KMC for resale, said services shall be resold to KMC according to terms and conditions established by ALLTEL.
- 1.10 KMC shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.
- 1.11 Subject to the availability of facilities, ALLTEL shall provide Resale Services to KMC pursuant to this Agreement.
- 1.12 KMC has no right to the telephone number or any other call number designation associated with services furnished by ALLTEL, and no right to the continuance of service through any particular central office or number. ALLTEL reserves the right to change numbers or the central office designation associated with such numbers, or both, whenever ALLTEL deems it necessary to do so in the conduct of its business.
- 1.13 Service is furnished to KMC on the condition that it will not be used for any unlawful purpose.
- 1.14 Service will be discontinued if any law enforcement agency advises that the service is being used in violation of the law.

- 1.26 Facilities and/or equipment utilized by ALLTEL to provide service to KMC shall remain the property of ALLTEL.
- 1.27 ALLTEL will provide customer record information to KMC, only after KMC has provided ALLTEL the appropriate Letter(s) of Authorization (LOA) from the relevant customer. ALLTEL may provide customer record information to KMC via US mail or fax.
- 1.28 All costs incurred by ALLTEL for providing services to KMC that are not covered in the ALLTEL tariffs shall be recovered from KMC for utilizing such services.
- 1.29 The Parties agree that this Agreement shall not be proffered by either Party in another jurisdiction or proceeding as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.
- 1.30 The rates applicable to KMC for purchase of services from ALLTEL for resale shall be the retail rate for the telecommunications services as provided in ALLTEL's applicable Local Exchange Tariff.

2.0 General Obligations

- 2.1 KMC shall place service orders and receive phone number assignments (for new lines) through receipt of a faxed LSR.
- 2.2 ALLTEL shall attempt to implement KMC service orders within the same time intervals that ALLTEL uses to implement service orders for similar services for its own end users.
- 2.3 The appropriate ALLTEL trouble reporting centers shall accept KMC trouble reports with respect to KMC end users services 24 hours a day, 7 days a week. KMC will be assigned a customer contact center when initial service agreements are made. KMC end users calling ALLTEL will be referred to KMC at the number provided by KMC.
- 2.4 If ALLTEL determines that an unauthorized change in local service by a local service provider has occurred, ALLTEL will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge similar to that described in the ALLTEL F.C.C. Tariff No. 1. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.
- 2.5 To the extent allowable by law, KMC shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. These charges will be assessed regardless if the KMC or the end user made the change. KMC shall pay for PIC changes at the tariffed rate.
- 2.6 KMC shall resell the services provided herein only in those service areas in which such Resale Services or any feature or capability thereof are offered at retail by ALLTEL as the incumbent local exchange carrier to its end users.
- 2.7 KMC is solely responsible for the payment of charges for all service furnished under this Agreement, including, but not limited to, calls originated or accepted at KMC location and its end users' service locations, with the exception of any retail services provided directly by ALLTEL to the end user which ALLTEL is responsible for billing.
- 2.8 ALLTEL shall not be responsible for the manner in which the use of Resale Services, or the associated charges are billed to others by KMC. All applicable rates and charges for such services

- 3.9 ALLTEL, at its discretion may require KMC to provide ALLTEL a security deposit to ensure payment of KMC's account.
- 3.9.1 Such security deposit shall be an irrevocable Letter of Credit, bond cash deposit or other form of security acceptable to ALLTEL. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 3.9.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.
- 3.9.3 The fact that a security deposit has been provided in no way relieves KMC from complying with ALLTEL's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of ALLTEL providing for the discontinuance of service for non-payment of any sums due ALLTEL.
- 3.9.4 ALLTEL reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 3.9.5 In the event that KMC is in breach of this Agreement, service to KMC may be terminated by ALLTEL, any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity.
- 3.9.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to KMC during the possession of the security deposit by ALLTEL. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to KMC by the accrual date.

4.0 Maintenance of Services

- 4.1 ALLTEL's facilities and equipment provided by ALLTEL shall be maintained by ALLTEL.
- 4.2 ALLTEL will attempt to provide maintenance for all Resale Services ordered under this Agreement at levels equal to the maintenance provided by ALLTEL in serving its end user customers. ALLTEL technicians will attempt to provide repair service on Resale Services that is at least equal in quality to that provided to ALLTEL customers; trouble calls from KMC will receive response time and priorities that are at least equal to that of ALLTEL customers.
- 4.3 KMC or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by ALLTEL, other than by connection or disconnection to any interface means used, without the written consent of ALLTEL.
- 4.4 KMC shall promptly notify ALLTEL of any situations that arise that may result in a service problem.
- 4.5 KMC will be ALLTEL's single point of contact for all repair calls on behalf of KMC's end users with respect to Resale Services. All misdirected repair calls to ALLTEL from KMC customers will be given a recording (or live statement) directing them to call the number designated by KMC.. KMC on a reciprocal basis will refer all misdirected repair calls that KMC receives for ALLTEL customers to ALLTEL

- 5.1.3 KMC will be solely responsible for notifying the end user of the proposed disconnection of service.
- 5.1.4 Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of KMC.
- 5.1.5 ALLTEL will continue to process calls made to ALLTEL for annoyance calls and will advise KMC when it is determined that annoyance calls are originated from one of their end user's locations. ALLTEL shall be indemnified, defended and held harmless by KMC against any claim, loss or damage arising from providing this information to KMC. It is the responsibility of KMC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in ALLTEL's disconnecting the end user's service.

5.2 KMC Disconnect Procedures

- 5.2.1 ALLTEL reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by KMC of the rules and regulations of the ALLTEL Local Exchange Tariff.
- 5.2.2 Disputes hereunder shall be resolved in accordance with the procedures identified in the General Terms and Conditions, §9.0 Dispute Resolution. Failure of KMC to pay charges owed to ALLTEL shall be grounds for termination under this Agreement. If KMC fails to pay when due, any undisputed charges billed to KMC under this Agreement (Undisputed Unpaid Charges), and any portion of such Undisputed Unpaid Charges remain unpaid more than thirty (30) days after the due date of such Undisputed Unpaid Charges, ALLTEL will notify KMC in writing that in order to avoid having service disconnected, KMC must remit all Undisputed Unpaid Charges to ALLTEL within thirty (30) days after receipt of said notice (the "Termination Notice"). Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in § 9.0 of this Agreement.
- 5.2.3 If any KMC Undisputed Unpaid Charges remain unpaid at the conclusion of the time period as set forth in § 5.2.2 above (sixty (60) days from the due date of such Undisputed Unpaid Charges), ALLTEL will notify KMC, and the appropriate public utility commission(s) in writing (said notice referred to herein as a "Termination Notice"), that unless all Undisputed Unpaid Charges are paid within thirty (30) days, KMC's service will be disconnected and KMC's end users may be switched to ALLTEL local service and ALLTEL will suspend order acceptance.
- 5.2.4 If any KMC Undisputed Unpaid Charges remain outstanding past thirty (30) days following KMC's receipt of the Termination Notice as described in § 5.2.3 above, KMC may, at its sole expense, notify in writing, the Commission and KMC's end users of Record (with copy thereof to ALLTEL) that their service may be disconnected, and that its end users must select a new local service provider within thirty (30) calendar days; provided, however, if ALLTEL fails to receive either payment of the Undisputed Unpaid Charges or said copy of KMC's notice to its end users of Record within thirty five (35) calendar days of the date of the Termination Notice, ALLTEL, at its option, may send such notice to the end users of Record and to the Commission on KMC's behalf. The notice will also advise the end user that ALLTEL will assume the end user's account at the end of the thirty (30) calendar day period should the end user fail to select a new local service provider.

- 6.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due ALLTEL from the Interexchange Carrier.
- 6.4 All end user common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.
- 6.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.
- 6.6 ALLTEL will render bills each month on established bill days for each of KMC's accounts.
- 6.7 If KMC requests an additional copy(ies) of a bill, KMC will pay ALLTEL a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 6.8 Payment of all charges will be the responsibility of KMC. KMC shall make payment to ALLTEL for all Resale Services billed. ALLTEL is not responsible for payments not received by KMC from KMC's customer. ALLTEL will not become involved in billing disputes that arise between KMC and its customer. Payments made to ALLTEL as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 6.9 The payment will be due twenty (20) days from the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by ALLTEL.

7.0 Customer Usage Data

- 7.1 Usage Data with respect to end users will be provided by ALLTEL to KMC when the end user has been transferred to KMC, and KMC purchases Resale Services from ALLTEL.
- 7.2 ALLTEL will provide usage data for KMC customers using ALLTEL-provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:
 - 7.2.1 All record types that are currently processed for ALLTEL customers.
 - 7.2.2 Use of CLASS/ Custom Features;
 - 7.2.3 Station level detail for ALLTEL - provided CENTREX families of services; and
 - 7.2.4 Complete call detail and complete timing information for Resale Services;
- 7.3 ALLTEL will provide Usage Data for completed calls only for service offerings that ALLTEL records for itself (e.g., Local Measured Services) and recordings performed on the behalf of ALLTEL for operator services and directory assistance.
- 7.4 ALLTEL will provide Usage Data to KMC only for KMC Customers. ALLTEL will not submit other carriers' local usage data as part of the KMC Usage Data.
- 7.5 ALLTEL will provide Usage Data in EMI format.

ATTACHMENT 3:

RESERVED FOR FUTURE USE.

responsible for bringing its originating traffic to such "meet point" for termination by the other Party and will bear the full cost associated with transporting traffic to/from its side of the "meet point."

2.1.3 Collocation interconnection provides for direct interconnection of the Parties' networks through network interfaces established at KMC's collocation location within ALLTEL's end office or wire center. KMC must have a collocation arrangement established pursuant to this Agreement or other authorized means to utilize this form of direct interconnection. If KMC establishes collocation at an end office or wire center, the IP will be at KMC collocation facility.

2.2 Indirect interconnection provides for network interconnection between the Parties through a third party tandem provider performing a transit function. Under this arrangement, the originating Party has the responsibility to pay any applicable transit or tandem switched access fees and common transport associated with traffic exchanged between the Parties.

3.0 Signaling Requirements

3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.

3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.

3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:

GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7 ("SS7")

GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part

GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part

GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-§6.5

GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part ("MTP") and Integrated Digital Services Network User Part ("ISDNUP")

3.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its end users. All CCS signaling parameters will be provided including, without

4.2 Trunking

Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS-3/OC-3 level, or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service. The Parties may utilize additional end office trunking depending upon traffic volume. The parties shall mutually agree to provision trunks as one- or two-way.

5.0 Network Management

5.1 Protective Protocols

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

5.2 Expansive Protocols

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

5.3 Mass Calling

The Parties shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

6.0 Forecasting/Serviceing Responsibilities

- 6.1 Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis.
- 6.2 ALLTEL shall be responsible for forecasting and servicing the trunk groups terminating to KMC. KMC shall be responsible for forecasting and servicing the trunk groups terminating to ALLTEL end users. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.
- 6.3 The Parties shall both be responsible for efficient planning and utilization of the network and employ all reasonable means of forecasting, monitoring and correcting for inefficient use of the network. The Parties will conduct facility planning meetings to determine initial and subsequent utilization standards subsequent to execution of this Agreement but prior to direct interconnection in accordance with §3.5 of this Appendix preceding.
- 6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

ATTACHMENT 5:

RESERVED FOR FUTURE USE

no alternate facility is available, ALLTEL will determine the additional costs required for provisioning the loop facilities. KMC will then have the option of paying the one-time charge to place the loop facilities or KMC may choose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

- 2.7 In addition to any liability provisions in this agreement, ALLTEL does not guarantee or make any warranty with respect to unbundled local loops when used in an explosive atmosphere. KMC will indemnify, defend and hold ALLTEL harmless from any and all claims by any person relating to KMC's or KMC end user's use of unbundled loops in an explosive atmosphere.
- 2.8 ALLTEL agrees that upon receiving an LSR from KMC for any customer of ALLTEL who wishes to disconnect its service and receive KMC's service, the cut-over shall be completed within the intervals set forth in Attachment 18: Performance Measures. KMC may request a coordinated cut-over between the Parties to avoid breaks in service to the customer. Such coordinated cut-over shall be subject to the prices set forth in Exhibit A: UNE Price List and the intervals set forth in Attachment 18: Performance Measures.

3.0 Network Interface Device (NID)

- 3.1 The NID is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions, which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end-user customer each make their connections.
- 3.2 KMC will provide its own NID and may interface to the customer's premises wiring through connections in the customer chamber of the ALLTEL NID. This connection will be in adherence with the FCC rules regarding NID to NID arrangements.
- 3.3 With respect to multiple dwelling units or multiple-unit business premises, KMC will provide its own NID and will connect directly with the customer's inside wire. KMC will not require any connection to the ALLTEL NID, unless such premises are served by "single subscriber" type NIDs.
- 3.4 The ALLTEL NIDs that KMC uses under this Attachment will be those installed by ALLTEL to serve its customers.
- 3.5 Where feasible, the NID shall be physically accessible to KMC designated personnel. In cases where entrance to the customer premises is required to give access to the NID, KMC shall obtain entrance permission directly from the customer.
- 3.6 KMC will not attach to or disconnect ALLTEL's ground. KMC will not cut or disconnect ALLTEL's loop from its protector. KMC will not cut any other leads in the NID. KMC will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. KMC will tighten all screws or lugs loosened by KMC in the NID's enclosure and replace all protective covers.
- 3.7 Any repairs, upgrades, and/or rearrangements required by KMC will be performed by ALLTEL based on time and material charges.

- 5.7 Unbundled Network Elements may not be connected to or combined with ALLTEL access services or other ALLTEL tariffed service offerings.

6.0 Maintenance of Elements

- 6.1 The network elements provided by ALLTEL pursuant to this Attachment will be maintained by ALLTEL. KMC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by ALLTEL, other than by connection or disconnection to any interface means used, except with the written consent of ALLTEL.
- 6.2 If trouble occurs with unbundled network elements provided by ALLTEL, KMC will first determine whether the trouble is in KMC's own equipment and/or facilities or those of the end user. If KMC determines the trouble is in ALLTEL's equipment and/or facilities, KMC will issue a trouble report to ALLTEL.
- 6.3 KMC will pay Time and Material charges when KMC reports a suspected failure of a network element and ALLTEL dispatches personnel to the end user's premises or a ALLTEL central office and trouble was not caused by ALLTEL's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 6.4 KMC will pay Time and Material charges when ALLTEL dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than ALLTEL or in detariffed CPE (Customer Provider Equipment) provided by ALLTEL, unless covered under a separate maintenance agreement.
- 6.5 If KMC issues a trouble report allowing ALLTEL access to the end user's premises and ALLTEL personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that ALLTEL personnel are dispatched. Subsequently, if ALLTEL personnel are allowed access to the premises, the charges discussed herein will still apply.
- 6.6 Time and Material charges apply on a half-hour basis. If more than one technician is necessary in accordance with ALLTEL standard practices and is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of ALLTEL performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of ALLTEL performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of ALLTEL performed other than on a normally scheduled workday.
- 6.7 If KMC requests or approves an ALLTEL technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, KMC will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

7.0 Performance of Network Elements

- 7.1 Access to Network Elements provided by ALLTEL to KMC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which ALLTEL provides to itself. KMC may request, and ALLTEL will provide, to the extent technically feasible, access to Network Elements that is lesser quality than ALLTEL provides to itself and such service will be requested pursuant to the Bona Fide Request process.

- 9.8 KMC will pay a non-recurring charge consistent with the Time and Material Charges set forth in Exhibit A of this Attachment 6: Unbundled Network Elements, when KMC requests a coordinated cut-over or hot cut. Coordinated cut-overs or hot cuts are requested when KMC desires to have the end users' loop(s) cross connected to KMC facilities at a designated time to avoid any service disruption to the end user.

ATTACHMENT 7: PHYSICAL COLLOCATION

1.0 General Provisions

- 1.1 This Attachment sets forth the rates, terms, and conditions upon which ALLTEL will offer physical collocation to KMC as provided under the Act. These rates, terms, and conditions are in addition to those contained elsewhere in this Agreement.
- 1.2 KMC shall be allowed to obtain dedicated space (the "Collocation Space") in ALLTEL's Wire Centers and to place equipment in such space to interconnect with ALLTEL's network.
 - 1.1.2 KMC shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by the Agreement, if such purpose, act, or thing (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.
- 1.3 Physical collocation shall be provided on a first-come, first-served basis.
- 1.4 Physical collocation also includes ALLTEL providing resources necessary for the operation and economical use of collocated equipment.
- 1.5 KMC will disclose appropriate information about the equipment to be installed to allow ALLTEL to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.
- 1.6 When ALLTEL personnel are used, the related charges by ALLTEL shall be just, reasonable, and non-discriminatory.
- 1.7 If KMC chooses to physically collocate in premises which was initially prepared for virtual collocation, KMC may
 - 1.7.1 retain its virtual collocation in that premise and expand that virtual collocation according to the rates, terms, and conditions contained in Attachment 8: Virtual Collocation; or
 - 1.7.2 unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises, in which case KMC shall coordinate the construction and rearrangement with ALLTEL of its equipment and circuits for which KMC shall pay ALLTEL at applicable rates, and pursuant to the other terms and conditions in this Attachment. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit A: Physical Collocation Pricing shall apply.
- 1.8 KMC is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from ALLTEL.
- 1.9 KMC's collocated space will be separated from other CLEC's collocated space and ALLTEL space through cages constructed by ALLTEL or ALLTEL's contractors.
- 1.10 Once construction is complete for physical collocation and KMC has accepted its physical collocation space, KMC may order Cross-Connects.
- 1.11 If, at any time, ALLTEL reasonably determines that the equipment or the installation does not meet requirements, it will provide a notice of noncompliance to KMC along with an identification of the problem and recommendations for its solution. KMC will be responsible for the costs

failure continues for a period of twenty (20) business days after receipt of written notice from ALLTEL, then and in that event KMC's right to occupy the Collocation Space terminates and ALLTEL shall have no further obligations to KMC with respect to said Collocation Space. Termination of KMC's rights to the Collocation Space pursuant to this Section shall not operate to release KMC from its obligations to reimburse ALLTEL for all cost reasonably incurred by ALLTEL in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, KMC's telecommunications equipment will be deemed operational when cross-connected to ALLTEL's network for the purpose of service provision.

3.0 Termination of Collocation Arrangement

- 3.1 KMC may terminate occupancy in the Collocation Space upon thirty (30) days' prior written notice to ALLTEL.
- 3.2 At the termination of a Collocation Space license by lapse of time or otherwise:
 - 3.2.1 KMC shall surrender all keys, access cards and ALLTEL provided photo identification cards to the Collocation Space and the building to ALLTEL, and shall make known to ALLTEL the combination of all combination locks remaining on the Collocation Space.
 - 3.2.2 KMC, at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days to complete such removal; provide, however that KMC shall continue payment of monthly fees to ALLTEL until such date as KMC has fully vacated the Collocation Space.
 - 3.2.2.1 If KMC fails to vacate the Collocation Space within thirty (30) days from the termination date, ALLTEL reserves the right to remove KMC's equipment and other property of KMC, with no liability for damage or injury to KMC's property unless caused by the negligence or intentional misconduct of ALLTEL. All expenses shall be borne by KMC.
 - 3.2.3 KMC shall return to ALLTEL the Collocation Space and all equipment and fixtures of ALLTEL in as good a condition and state of repair as when KMC originally took possession, normal wear and tear or damage by fire or other casualty excepted. KMC shall be responsible to ALLTEL for the cost of any repairs that shall be made necessary by the acts or omissions of KMC or of its agents, employees, contractors, or business invitees. ALLTEL reserves the right to oversee KMC's withdrawal from the Collocation Space, and KMC agrees to comply with all directives of ALLTEL regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, ALLTEL's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that KMC shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put KMC to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.
 - 3.2.4 Prior to any termination or within thirty (30) days thereafter, KMC shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, place in or upon the Collocation Space by KMC, failing which ALLTEL may remove the same, and KMC shall, upon demand, pay to ALLTEL the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by ALLTEL.

sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the spliced location to KMC's equipment in the Collocation Space. KMC must contact ALLTEL for instructions prior to placing the entrance facility cable in the manhole. KMC is responsible for maintenance of the entrance facilities.

- 5.2 ALLTEL shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between KMC's network and ALLTEL's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point between ALLTEL and KMC will be at the POT Bay.

6.0 Use of Collocation Space

- 6.1 Subject to § 6.13 below, KMC shall only use the Collocation Space for purposes of locating equipment and facilities within ALLTEL's central offices to connect with ALLTEL services only. Consistent with the nature of the Building and the environment of the Collocation Space, KMC shall not use the Collocation Space for office, retail, or sales purposes. KMC shall place no signs or markings of any kind (except for a plaque or other identification affixed to KMC's equipment and reasonably necessary to identify KMC's equipment and which shall include a list of emergency contacts with telephone numbers) in the Building or on the grounds surrounding the Building.
- 6.2 KMC is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by KMC in the Collocation Space.
- 6.3 From time to time ALLTEL may require access to the Collocation Space. ALLTEL retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). ALLTEL will give reasonable notice to KMC when access to the Collocation Space is required. KMC may elect to be present whenever ALLTEL performs work in the Collocation Space. The Parties agree that KMC will not bear any of the expense associated with this work.
- 6.4 KMC Access to KMC's Collocation Space
- KMC shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require KMC to traverse restricted areas. All employees, agents and contractors of KMC having access to the Collocation Space shall comply with ALLTEL's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by ALLTEL which contains a current photo, the individual's name and company name/logo. KMC agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Attachment, KMC shall surrender the Collocation Space to ALLTEL in the same condition as when first occupied by KMC except for ordinary wear and tear.
- 6.5 KMC must submit an application listing all of KMC's telecommunications equipment and facilities that will be placed within the Collocation Space with the associated power requirements, floor loading and heat release of each piece. KMC warrants and represents that the application is complete and accurate and acknowledges that any incompleteness or inaccuracy, which remains uncorrected after thirty (30) days' notification by ALLTEL, would be a material breach of this Attachment. KMC shall not place or leave any telecommunications equipment or facilities within the Collocation Space beyond those listed on the application without the express written consent of ALLTEL.

the cable pull on a time and materials basis, in addition to the charges specified in § 14.0 of this Attachment. At no time, in connection with such interconnection with other local service providers, will the local service providers be allowed access to any portion of the central office other than the collocation area. ALLTEL will not make the physical connection within the local service provider's collocation node. ALLTEL will not accept any liability for the cable or the connections and ALLTEL will not maintain any records concerning these connections.

- 6.14 Subject to this Attachment, KMC may place or install in or on the Collocation Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by KMC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by KMC at any time. KMC shall promptly repair any damage caused to the Collocation Space by the removal of such property at its expense.
- 6.15 In no case shall KMC or any person purporting to be acting through or on behalf of KMC make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the building without the advance written permission and direction of ALLTEL. ALLTEL shall consider a modification, improvement, addition, repair, or other alteration requested by KMC, provided that ALLTEL shall have the right to reject or modify any such request. KMC shall pay the cost of any such construction in accordance with ALLTEL's then-standard custom work order process.

7.0 Standards

- 7.1 The Parties warrant that the services provided hereunder this Attachment is made available subject to and in accordance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements and the National Electric Code Standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of KMC as of the Effective Date of this Attachment and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Attachment, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force. This condition shall not apply to any statutory and/or regulatory requirements in effect at the execution of this Attachment or that subsequently become effective and then when effective shall also apply to this Attachment regardless of KMC concurrence. KMC shall strictly observe and abide by each.
- 7.2 KMC warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements for each item set forth on the application form. KMC also warrants and represents that any equipment or facilities that may be placed in the Collocation Space pursuant to § 6.6 shall be so compliant.
 - 7.2.1 DISCLOSURE OF ANY NON-COMPLIANT ITEM ON THE APPLICATION FORM, PURSUANT TO § 6.6, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

8.0 Responsibilities of KMC

- 8.1 KMC is responsible for providing to ALLTEL personnel a contact number for KMC technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 8.2 KMC is responsible for providing trouble report status when requested by ALLTEL.

10.0 Casualty Loss

- 10.1 If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered untenable in whole or in part, ALLTEL shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, ALLTEL has the option to repair the Collocation Space at its expense (as hereafter limited) and rent shall be proportionately abated while KMC was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) days, or ALLTEL opts not to rebuild, then this Attachment shall (upon notice to KMC within thirty (30) days following such occurrence) terminate as of the date of such damage.
- 10.2 Any obligation on the part of ALLTEL to repair the Collocation Space shall be limited to repairing, restoring and rebuilding the Collocation Space as originally prepared for KMC and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by KMC or by ALLTEL to the Collocation Space at the request of KMC; or any fixture or other equipment installed in the Collocation Space by KMC or by ALLTEL on request of KMC.
- 10.3 In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in ALLTEL's opinion, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, ALLTEL, at its option, may terminate this Attachment by giving KMC ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

11.0 Limitation of Liability

- 11.1 In addition to the General Terms and Conditions, § 7.0 Liability and Indemnification, § 11.0 Limitation of Liability shall also apply.
- 11.2 KMC acknowledges and understands that ALLTEL may provide space in or access to the building to other persons or entities ("Others"), which may include competitors of KMC; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation node around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging KMC equipment and facilities. In addition to any other applicable limitation, ALLTEL shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or ALLTEL, and regardless of whether any claimed ALLTEL liability arises in tort or in contract. KMC shall save and hold ALLTEL harmless from any and all costs, expenses, and claims associated with any such acts or omission by any other acting for, through, or as a result of KMC.

12.0 Services, Utilities, Maintenance and Facilities

- 12.1 ALLTEL, at its sole cost and expense, shall maintain the customary building services; utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day. KMC shall be permitted to have a single-line business telephone service for the Collocation Space subject to applicable ALLTEL tariffs.
- 12.2 ALLTEL will provide negative DC and AC power, back-up power, heat, air conditioning, ventilation and other environmental support necessary for KMC equipment, in the same manner that it provides such support items for its own equipment within that Wire Center. Additionally, ALLTEL shall provide smoke/fire detection and any other building code requirements.

terminating equipment or the vault, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. The Cable Installation Charge will not apply on subsequent orders within the same location for KMC if KMC and ALLTEL jointly determine that efficient cable facilities exist to accommodate the subsequent Physical Collocation arrangement(s).

14.6 Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

14.7 Floor Space

The floor space charge includes charges for lighting, heat, air conditioning, ventilation, amperage and other allocated expenses associated with maintenance of the Central Office. When walls or other divider encloses the Collocation Space, KMC shall pay floor space charges based upon the number of square feet so enclosed. Floor space charges are due beginning with the date on which ALLTEL releases the Collocation Space for occupancy or on the date KMC first occupies the Collocation Space, whichever is sooner.

14.8 Power

This provides 48 volt DC A and B power and ground feeds from the local power panel to KMC's collocated space. Power feeds are provided in forty (40) ampere increments. A separate ground cable for the KMC collocated space will also be provided.

14.9 Security Escort

A security escort will be required whenever KMC or its approved agent desires access to the entrance manhole or must traverse a restricted area within ALLTEL's central office. Rates for a ALLTEL security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A: Physical Collocation Pricing. A request resulting in the dispatch of an ALLTEL employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three (3) hours.

15.0 Insurance

15.1 KMC shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and KMC's insurance company's rating need not be higher than what ALLTEL requires of its own underwriters. So long as KMC has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate, ALLTEL shall be named as an additional insured and/or as a loss payee on all applicable policies.

15.2 Types of Coverage and Limits

15.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than ten million dollars (\$10,000,000.00) combined single limit per occurrence, naming ALLTEL as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of ten million dollars (\$10,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.

15.8 KMC must also conform to the recommendation(s) made by ALLTEL's insurance company.

15.9 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

16.0 **ALLTEL's Right of Way**

16.1 ALLTEL, its agents, employees, and other ALLTEL-authorized persons shall have the right to enter the Collocation Space at any reasonable time to examine its condition, make repairs required to be made by ALLTEL hereunder, and for any other purpose deemed reasonable by ALLTEL. ALLTEL may access the Collocation Space for purpose of averting any threat of harm imposed by KMC or its equipment or facilities upon the operation of ALLTEL equipment, facilities and/or personnel located outside of the Collocation Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ATTACHMENT 8: VIRTUAL COLLOCATION

1.0 Service Description

- 1.1 This Attachment sets forth terms and conditions that provide KMC the capability to collocate customer provided transmission, concentration and multiplexing equipment at an ALLTEL wire center or other designated ALLTEL premises for use as permitted under this contract or other authorized uses provided pursuant to applicable tariffs. KMC may terminate basic fiber optic transmission facilities at ALLTEL's premises for connection to their designated equipment or may lease facilities from ALLTEL. The terms and conditions of Attachment 8: Virtual Collocation, are in addition to those of the General Terms and Conditions, that are applicable to the direct interconnection arrangements, maintenance, repair, and support of the direct interconnection of KMC's network to ALLTEL's network at specific locations established in accordance with the terms of this Attachment (ALLTEL Virtual Collocation Service). To the extent that any provisions of this Attachment are inconsistent with the applicable express requirements, if any, of the FCC rules on collocation and other applicable law, the Parties agree to amend this Attachment so as to conform it to the applicable express requirements of the FCC rules and other applicable law.
- 1.2 ALLTEL Virtual Collocation Service is provided at central offices, tandems or remote nodes/switches designated by ALLTEL ("Locations"). KMC will install fiber optic cable up to an ALLTEL designated Interconnection Point(s) (IP) that will be located outside of the Location, such as a manhole, as indicated and defined in the Attachment Network Interconnection. KMC will provide ALLTEL sufficient length of fiber at the Interconnection Point to extend between the IP and the Location (Entrance Fiber). ALLTEL will purchase the Entrance Fiber under the provisions of 2.1 following, and will install the Entrance Fiber into the Location for connection to the Virtual Collocation transmission equipment that may be allowed under this Attachment. If multiple entry points are available, and KMC so desires, multiple entry points will be provided to KMC.
- 1.2 ALLTEL Virtual Collocation Service will be made available subject to the availability of space and facilities in each Location.
- 1.3 General provisions, rates and charges applicable to all ALLTEL Virtual Collocation Services are contained in this Attachment.

2.0 General Provisions

- 2.1 In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of ALLTEL Virtual Collocation Service, such equipment and facilities, including the Entrance Fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by KMC.
- 2.2 **Title**
- 2.2.1 KMC agrees to sell to ALLTEL all the equipment and support structure components required to provision and maintain/repair ALLTEL Virtual Collocation on an ongoing basis, for the sum of one dollar (\$1.00).
- 2.2.2 Upon the termination or expiration of this Agreement or any Virtual Collocation arrangement, ALLTEL agrees to sell to KMC for the sum of one dollar (\$1.00), all the equipment and support structure components which were sold to ALLTEL pursuant to §2.2.1 above.

- 2.9 If KMC desires ALLTEL to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable ALLTEL service tariff provisions.
- 2.10 ALLTEL will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide Virtual Collocation from the IP up to and including the fiber transmission equipment.
- 2.11 ALLTEL will work cooperatively with KMC to facilitate joint testing and maintenance/repair related activities.
- 2.12 KMC will be responsible for notifying ALLTEL of significant outages of any portion of its network, which could impact or degrade ALLTEL switches and services. KMC will also provide, if possible, an estimated time for restoral.
- 2.13 Troubles reported to or observed by KMC should be tested and isolated by KMC prior to reporting the trouble to ALLTEL.
- 2.14 ALLTEL or an ALLTEL-authorized vendor must perform all installation work performed on behalf of KMC. Authorization procedures may be obtained from ALLTEL upon request.
- 2.15 ALLTEL will provide, at rates set forth in §13.0 following, dc Power with generator and/or battery back-up, heat, air conditioning and other environmental support to KMC's designated equipment in the same standards and parameters required for ALLTEL equipment. KMC will provide ALLTEL with specifications for any non-standard or special requirements at the time of application. ALLTEL reserves the right to assess KMC any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

3.0 Limitations on Provision of Service

- 3.1 The following provisions address ALLTEL Virtual Collocation Service interconnections to the ALLTEL network and service prohibitions for ALLTEL Virtual Collocation Service:
 - 3.1.1 KMC will not have access to the ALLTEL buildings, except as provided in §3.1.2 following.
 - 3.1.2 An ALLTEL security escort will accompany KMC from the interconnection point outside of the ALLTEL Virtual Collocation location. The security escort will be provided at KMC's expense in accordance with charges described in §13.0 following.
 - 3.1.3 An KMC will not interconnect at less than DS1/DS3 level high capacity services within the Premises
- 3.2 ALLTEL is not responsible for the design, engineering, or performance of KMC's designated termination equipment and KMC provided facilities for Virtual Collocation Service.
- 3.3 ALLTEL is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for internal use, to undertake construction of new wire centers or premises, or to construct additions to existing wire centers or premises to satisfy a customer request.

4.0 Ordering Services

necessary training for ALLTEL personnel needed to repair said equipment. Additionally, KMC will be responsible for payment of any applicable tuition fees associated with said training.

- 6.2 In the event that KMC does not provide the necessary training to enable ALLTEL personnel to repair said equipment, ALLTEL may call a certified vendor to make repairs of said equipment. KMC will reimburse ALLTEL for any charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in Appendix A following.

7.0 Inspections

- 7.1 KMC shall call to schedule a time to enter the ALLTEL Virtual Collocation location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. An ALLTEL security escort will accompany KMC during said inspections at the expense of KMC. Security escort rates are as set forth in Exhibit A following.

8.0 Maintenance

- 8.1 Except in emergency situations, the fiber optic cable facilities and terminating transmission equipment will be maintained/repared only upon request of KMC. In an emergency, ALLTEL will use reasonable efforts to notify KMC, but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, KMC must provide ALLTEL with the associated circuit identifications and specific location of the ALLTEL Virtual Collocation equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, KMC will be billed to KMC on a time and material basis. No charges will be assessed to KMC for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of ALLTEL or from incidental damage resulting from ALLTEL activities. KMC is responsible for providing equipment required for maintenance/repair spares under the terms of §2.0 of this Attachment.
- 8.2 All maintenance/repair on ALLTEL Virtual Collocation terminating transmission equipment will be performed by ALLTEL.

9.0 Insurance and Liability Requirements

- 9.1 Risk of loss with respect to the collocation equipment shall remain with KMC throughout the term of this Agreement, and KMC shall obtain and maintain insurance in such amounts and with respect to such coverage as to adequately compensate KMC in the event of loss or damage to the equipment. KMC shall assure that any such insurance policies provide for a waiver of subrogation by the insurer with respect to any such loss.

10.0 Rate Elements

- 10.1 ALLTEL Virtual Collocation Service rates and charges are described below. Rates and charges for each element are specified in Appendix A attached hereto and pursuant to the following.
- 10.2 An Application Fee in the amount specified in Appendix A following must be submitted with KMC's application for ALLTEL Virtual Collocation Service. The first-come, first-served policy of processing applications for ALLTEL Virtual Collocation arrangements will be determined based upon the order of receipt of applications for ALLTEL Virtual Collocation Service along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space availability and a

Appendix A

Rate Element Description	Type of Charge	Charge
Application Fee	NRC	\$ 2,848.30
Subsequent Application Fee	NRC	\$ 2,848.30
Cable Installation Charge	NRC (per cable)	\$ 2,750.00
Cable Support Structure	RC (per cable)	\$ 13.35
DC Power Charge	RC (per 40 amp)	\$ 3.48
Engineering/Installation Charge	NRC (per base module) NRC (per DSX/OCN Card)	ICB ICB
Security Escort	NRC per incident: First 1/2 hour or fraction thereof: Basic Overtime Premium Each additional 1/2 hour or fraction thereof: Basic Overtime Premium	 \$ 41.00 \$ 48.00 \$ 55.00 \$ 25.00 \$ 30.00 \$ 35.00
Training		
Per Trainee Living Expenses	NRC (per day)	ICB
Labor	NRC First 1/2 hour & each additional 1/2 hour or fraction thereof: Basic Overtime Premium	 \$ 20.00 \$ 40.00 \$ 60.00
Air Fare/Travel Expense	NRC (actual per trip)	ICB

- 2.9 At its option, KMC may purchase information pages (Customer Guide Pages) in the informational section of the ALLTEL White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than ALLTEL information pages. Sixty (60) days prior to the directory close date, KMC will provide to ALLTEL the information page(s) in camera ready format. ALLTEL will have the right to approve or reject the format and content of such information page(s) and, with KMC's agreement, ALLTEL may, but is not required to, revise the format and content of such information page(s).
- 2.10 ALLTEL will include KMC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to KMC on such page will be 1/8th page in size. In order to have such information published, KMC will provide ALLTEL, sixty (60) days prior to the directory close date, with its logo and information in the form of a camera ready copy, sized at 1/8th of a page. KMC will be limited to a maximum of 1/8th of a page in any single edition of an ALLTEL White Pages directory.
- 2.11 The Parties shall cooperate so that Yellow Page advertisements purchased by customers who switch to KMC as their local service provider (including customers utilizing KMC-assigned telephone numbers and KMC customers utilizing local number portability (LNP)) are provided in accordance with standard ALLTEL practices. Yellow Page services will be offered to KMC's customers on the same basis that they are offered to ALLTEL's customers. Such services will be provided through ALLTEL's yellow pages affiliate, its agent or assignee.

3.0 Service Provided - Other

- 3.1 ALLTEL will include in appropriate White Pages directories the primary alphabetical listings of all KMC end users located within the local directory scope.
- 3.2 At no charge to KMC, ALLTEL agrees to include one basic White Pages listing for each KMC customer located within the geographic scope of its White Page Directories, and a courtesy Yellow Page listing for each KMC business customer located within the geographical scope of its Yellow Page directories.
- 3.2.1 A basic White Page listing is defined as a customer name, address, and either the KMC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of KMC customers will be inter-filed with listings of ALLTEL and other LEC customers.
- 3.3 ALLTEL agrees to provide KMC's customers secondary White Page listings at the rate listed in Exhibit A: Directories Price List.
- 3.4 KMC will furnish to ALLTEL subscriber listing information pertaining to KMC end users located within the local directory scope, along with such additional information as ALLTEL may require to prepare and print the alphabetical listings of said directory.
- 3.5 KMC will provide its subscriber listing information to ALLTEL, in a manner and format prescribed by ALLTEL, via FAX.
- 3.6 KMC will provide to ALLTEL a forecasted amount of the number of directories, which KMC will need, for its customers prior to directory publication.

- 4.2 KMC agrees to defend, indemnify, and hold harmless ALLTEL from any and all losses, damages, or other liability that ALLTEL may incur as a result of claims, demands, wrongful death actions, or other claims by any Party that arise out of KMC's end user customers' use of the White Pages services, or the negligence or wrongful act of KMC except to the extent any such losses, damages or other liability solely from ALLTEL's gross negligence or willful misconduct. KMC will defend ALLTEL against all customer claims just as if KMC had provided such service to its customer with KMC's own employees and will assert its contractual or tariff limitation of liability, if any, for the benefit of both ALLTEL and KMC.
- 4.3 KMC agrees to release, defend, indemnify, and hold harmless ALLTEL from any claims, demands, or suits with respect to any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by ALLTEL employees or equipment associated with provision of the White Pages services, except to the extent any such losses, damages or other liability is based on or results from ALLTEL's gross negligence or willful misconduct. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with White Pages services.

5.0 **Pricing**

- 5.1 Prices for White Pages services are as contained on Exhibit A: Directories Price List, attached hereto and incorporated herein.

ATTACHMENT 10:

RESERVED FOR FUTURE USE

ATTACHMENT 12: COMPENSATION

1.0 Introduction

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic exchanged between the Parties will be classified as Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Internet Traffic, or Wireless Traffic. The Parties agree that, notwithstanding the classification of traffic by either party with respect to its end users the classification of traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by ALLTEL to KMC as local Resale Services.
- 1.2 Calls originated by KMC's end users and terminated to ALLTEL's end users (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same ALLTEL Exchange; or (ii) originates and terminates within different ALLTEL Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as specified or defined by ALLTEL tariffs.
- 1.3 A Party will notify the other of the date when its first commercial call is terminated to the other Party pursuant to this Attachment.

2.0 Responsibilities of the Parties

- 2.1 Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.
- 2.2 Each Party will provide the other Party the originating Calling Party Number (CPN) with respect to each call terminated on the other Party's network.
- 2.3 Each Party shall identify and make available to the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of this Attachment.
- 2.4 All calls exchanged without CPN will be billed as IntraLATA Interexchange Traffic, if the failure to transmit CPN is not caused by technical malfunctions. In the event that technical malfunctions result in lack of transmission of CPN, the Parties will cooperate in attempting to resolve such technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.

3.0 Reciprocal Compensation for Termination of Local Traffic

- 3.1 Each Party will be compensated for the exchange of Local Traffic, as defined in §1.2 of this Attachment, in accordance with the provisions of §3.0.
- 3.2 The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.

- 6.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the Parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) days of the IBC bill date. A Party that fails to deliver the billing data will be liable to the other for the amount of associated unbillable charges, if any.
- 6.6 If MPB data is not submitted to the other within ten (10) days of the IBC bill date or is not in the standard EMI format, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received, to and including the date the MPB charge information is actually received. When the receiving Party has requested a delay in transmission of the records, a MPB data delivery charge will not be assessed.
- 6.7 ALLTEL and KMC will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change and results in a new BAR/BACR number.
- 6.8 Billing to interexchange carriers for the switched access services jointly provided by the Parties via the MPB arrangement will be according to the multiple bill multiple tariff method. As described in the MECAB document, each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The Party that provides the end office switching will be entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. In those MPB situations where one Party sub-tends the other Party's access tandem, only the Party providing the access tandem is entitled to bill the access tandem fee and any associated local transport charges. The Party that provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as applicable.
- 6.9 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.
- 6.10 Each Party will provide the other a single point of contact to handle any MPB questions.
- 7.0 **Billing Arrangements for Compensation for Termination of IntraLATA, Local, and Transit Traffic**
- 7.1 Measuring and billing procedures are specified in §§7.2-7.6 of this Attachment.
- 7.2 With respect to those Exchanges where KMC intends to provide Local Exchange Service, KMC will, at a minimum, obtain a separate NXX code for each Exchange or group of Exchanges that share a common Mandatory Local Calling Scope. At such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes separate NXX codes as specified in this paragraph will not be required. At such time as KMC requests ALLTEL to establish interconnection to enable KMC to provide Exchange Services, the Parties will determine the number of NXXs necessary to identify the jurisdictional nature of traffic for intercompany compensation. At such time as KMC requests additional points of

ATTACHMENT 13: NUMBERING

1.0 Numbering

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).
- 1.5 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

2.0 NXX Migration

- 2.1 Where a Party (first Party) has activated, dedicated or reserved an entire NXX for a single end user, if such end user chooses to receive service from the other Party (second Party), the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an end office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the network and on the end user(s) service and will be subject to appropriate industry lead-times (currently 45 days) for movements of NXXs from one switch to another.

- 4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.
- 4.3 The Parties will conform to industry guidelines referenced herein in preparing their networks for SPNP and in porting numbers from one network to another.
- 4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.
- 4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.

5.0 Limitations Of Service

- 5.1 Telephone numbers will be ported only within ALLTEL rate centers as approved by the State Commission.
- 5.2 ALLTEL and KMC porting rate center areas must comprise identical geographic locations and have common boundaries.
- 5.3 Telephone numbers associated with ALLTEL Official Communications Services (OCS) NXXs will not be ported.
- 5.4 Telephone numbers in NXXs dedicated to choke networks will not be ported.

6.0 Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process

- 6.1 The Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process is the process for KMC to request that SPNP be deployed in ALLTEL exchanges that are not then capable of LRN query service.
- 6.2 KMC may request that SPNP be deployed by ALLTEL in its switches located in the MSAs. ALLTEL will enable SPNP in the requested switches within six (6) months of receipt of BFR, based on the beginning dates for each MSA and subject to State Commission approval of an interconnection agreement with respect to the location of the requested switch.

ATTACHMENT 15:

RESERVED FOR FUTURE USE

ATTACHMENT 17:

RESERVED FOR FUTURE USE

All other final routed traffic will be held to .01 (1% blockage).

2.2.3 Performance Expectation

Provided the conditions are met under 2.2.1 and 2.2.2 preceding, ALLTEL's performance expectation is to provide traffic flow 100% of the time. If service levels fall below the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.3 Trunk Service Restoration

2.3.1 Service Affecting

Service affecting trunk service trouble will be responded to within one hour (1) of trouble notification. Service affecting trouble is defined as a condition or event affecting 20% or more of the total trunk group and overflows are experienced.

2.3.2 Non Service Affecting

Non service affecting trouble will be responded to within one hour (1) of trouble notification, and best efforts will be made to restore service within twenty-four (24) hours.

2.3.3 Performance Expectation

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

3.0 Maintenance Intervals

3.1. Service Affecting

Service affecting maintenance trouble will be responded to within one hour (1) of trouble notification.

3.2 Non Service Affecting

Non service affecting trouble will be responded to within one hour (1) of trouble notification, and best efforts will be made to restore service within twenty-four (24) hours.

3.3 Performance Expectation

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

ATTACHMENT 19: BONA FIDE REQUEST (BFR) PROCESS

- 1.1 A Bona Fide Request (BFR) must be used when KMC requests Alltel to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement or the development of new or revised facilities or service options which are not required by the Act.
- 1.2 A BFR shall be submitted in writing by KMC and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that ALLTEL has sufficient information to analyze and prepare a response. Such a request also shall include KMC's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 1.3 Although not expected to do so, KMC may cancel, without penalty, a BFR in writing at any time. ALLTEL will then cease analysis of the request.
- 1.4 Within two (2) business days of its receipt, ALLTEL shall acknowledge in writing, the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.
- 1.5 Except under extraordinary circumstances, within twenty (20) days of its receipt of a BFR, ALLTEL shall provide to KMC a preliminary analysis of the BFR. The preliminary analysis will include ALLTEL's proposed price (plus or minus 25 percent) and state whether ALLTEL can meet KMC's requirements, the requested availability date, or, if ALLTEL cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why ALLTEL is not able to meet KMC's requested availability date. ALLTEL also shall indicate in this analysis its agreement or disagreement with KMC's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If ALLTEL does not agree with KMC's designation, it may utilize the Dispute Resolution Process described in the General Terms and Conditions §9.0. In no event, however, shall any such dispute delay ALLTEL's process of the request. If ALLTEL determines that it is not able to provide KMC with a preliminary analysis within twenty (20) days of ALLTEL's receipt of a Bona Fide Need request, ALLTEL will inform KMC as soon as practicable. The Parties will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.6 As soon as possible, but in no event more than forty-five (45) days after receipt of the request, ALLTEL shall provide KMC with a BFR quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a price quote.
- 1.7 Unless KMC agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a BFR will be made as specified in this Agreement, unless otherwise agreed to by KMC.
- 1.8 Within thirty (30) days after receiving the firm BFR quote from ALLTEL, KMC will notify ALLTEL in writing of its acceptance or rejection of ALLTEL's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if ALLTEL responds that it cannot or will not offer the requested item in the BFR and KMC deems the item essential to its business operations, and deems ALLTEL's position to be inconsistent with the Act, FCC, or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set for in the General Terms and Conditions, §9.0 of the Agreement may be used by either Party to reach a resolution.

"Customer Proprietary Network Information" or "CPNI" means information that relates to the quantity, technical configuration, type, destination, and amount of a Telecommunications Service subscribed to by any customer of a Telecommunications Carrier, and that is made available to the carrier by the customer solely by virtue of the carrier customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier.

"Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.

"E911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

"Effective Date" is the date indicated in the Preface on which the Agreement shall become effective.

"End Office" means a local ALLTEL switching point where ALLTEL end user customer station loops are terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Enhanced White Pages Listings" means optional features available for residential White Pages Directory Listings (e.g., bold, italics, lines of distinction).

"Exchange" is the geographic territory delineated as an exchange area for ALLTEL by official commission boundary maps.

"Exchange Access" is defined in the Act.

"Exchange Services" are two-way switched voice-grade telecommunications services with access to the public switched network with originate and terminate within an exchange.

"FCC" means the Federal Communications Commission.

"ICB" means individual case basis.

"Incumbent Local Exchange Carrier" or "ILEC" has the meaning given the term in the Act.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

"Interconnection Agreement" means the agreement between the Parties entitled "Interconnection Agreement Under §§251 and 252 of the Telecommunications Act of 1996," dated July 16, 1996.

"Interexchange Carrier" or "IXC" means a telecommunications provider that provides long distance communications services between LATAs and authorized by the Commission to provide long distance communications services.

"InterLATA" has the meaning given the term in the Act.

"IntraLATA Toll Traffic" means all IntraLATA calls provided by a LEC other than traffic completed in the LECs local exchange boundary.

“Undefined Terms” The Parties acknowledge that terms may appear in the Agreement that are not defined and agree that any such terms shall be construed in accordance with their end-user usage in the telecommunications industry as of the Effective Date of this Agreement.

“Work Locations” means any real estate that ALLTEL owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

SONET	Synchronous Optical Network
SPNP	Service Number Portability
SS7	Signaling System 7
STP	Signaling Transfer Point
TCAP	Transaction Capabilities Application Part